

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION
CIVIL ACTION NO.: 5:23-CV-0036-D-RJ**



EPIC TECH, LLC and
BLUE STREAK BIDS, LLC,

Plaintiffs

v.

RALEIGH STARTUP SOLUTIONS LLC
DBA GOOD LUCK NC and
WWW.GOODLUCKNC.COM, et al,

Defendants

**DECLARATION OF KAISER HAUTER
UNDER PENALTY OF PERJURY**

Kaiser Hauter declares:

1. I am an adult citizen of the United States of America and live with my parents in their home at 2215 Oxford Road, Henderson, NC 27536.
2. I am a graduate of Northern Vance County High School and did some further studies at the City College of New York before returning to Vance County.
3. On April 11, 2023, I was given a copy of what I now understand to be a copy of the Complaint and Summons and other documents in a lawsuit filed in the Eastern District of North Carolina, Civil Action No. 5:23-cv-136. It arrived in a large box—so large that my mother thought it might be an air fryer delivered from Amazon as a gift to her. We were both surprised to see that it was full of papers.

4. The first page of the papers was addressed to me and said that it was a summons in a lawsuit and that a response was due in 21 days. There were a lot of documents that followed, with numbers at the bottom, and they seemed to be in numeric order.
5. I tried to reach through them but became confused and did not understand them. After making some inquiries, I emailed my present counsel's office on April 18, talked to them on April 19, and only then understood for the first time that I was a defendant in a real lawsuit, and learned for the first time that the deadline in the top paper wasn't the only deadline in the case and that a hearing was just 2 business days away. I went back and checked the documents in the box and found that the hearing was mentioned on the second page of the last document in the box—beneath what seems to be more than 1,000 other pages.
6. I understand it is alleged that, via the website located at www.nonlinegames.com, I have somehow offered or helped offer infringing software products for game play by the public. That allegation is not true. I explain further, below, but in summary, the website located at www.nonlinegames.com is not an active website, has never been an active website, and has never had the capacity to provide any software or allow anyone to play any games. It hasn't generated any money because it has never been populated with software, and at this point, I don't expect it will ever go live unless someone else buys it from the registrar after I let it lapse.
7. By way of background, I offer my services as a freelance web designer via an online site and app called Fiverr (www.fiverr.com). On Fiverr, I offer to create websites using a website builder program known as Wix (www.wix.com). Wix is a program that provides essentially a drag-and-drop way to make simple websites. I know how to use Wix to create a simple

website using a Wix template, and I offer my services over Fiverr to people who want to hire me to do so. The services I provide are not sophisticated and the pay reflects that. My usual charge to create a standard website is around \$200. To be clear, I am not a software programmer. I do not know how to design websites from scratch or how to program software, and I do not do so or offer to do so.

8. Except for the single instance that is mentioned in the lawsuit, I have never been asked to, or tried to, create a website relating to the gaming industry or relating in any way to casino style games.

9. Relevant to the lawsuit, I was contacted via Fiverr with a request from a prospective client concerning a website they desired to set up under the name NCOOnlineGames.com.

10. After the prospective client and I communicated back and forth over WhatsApp (a social networking app that works well for text messaging) about pricing and the scope of work, I was hired to buy the domain NCOOnlineGames.com and to create a website on that domain using Wix, for a fee of \$200 plus reimbursement of the cost to purchase the domain.

11. I did not know the client and had never dealt with him before, but that is common for the work I do. People from all over the world ask for web design services, and we ordinarily just communicate back and forth using social media, which is what I did here.

12. As agreed, I purchased the domain NCOOnlineGames.com in or around 2022. I can see that a specific purchase date of March 17, 2022, is reflected in the WhoIs report for this domain, an excerpt from which is copied below, and that date is consistent with my recollection although it has been long enough ago that I do not remember the exact timing.

Whois Record for NConlinEGames.com

— Domain Profile		
Proximity Score	2	↗
Email	domain-abuse@wix.com is associated with ~2,794,389 domains nconlinegames.com@wix-domains.com	↗
Registrar	Wix.Com Ltd. Wix.com Ltd. IANA ID: 3817 URL: http://www.wix.com Whois Server: whois.wix.com domain-abuse@wix.com (p) +1.4154291173	
Registrar Status	clientTransferProhibited, clientUpdateProhibited	
Dates	400 days old Created on 2022-03-17 Expires on 2024-03-17 Updated on 2022-03-17	↗

13. After buying the domain (through Wix, which is why the WhoIs record shows the registrar as Wix), I created a simple website with content that the client provided. That simple website was based on a template that I obtained free of charge from Wix for that purpose. Into the template, I inserted images and text—all provided to me by the client. I did not create the text and did not look for or create any images. I assumed that as with any shopping website, the products depicted would only be products the site user could lawfully offer.

14. The website I created did not contain any “live” external links—that is, links that anyone could click on and use to access a different site—except those that Wix itself provided. For example, the links to social media linked to Wix social media or to the home page of the social media program and not to anything related to www.NCOnlineGames.com or to the client.

15. So that the client could review the website, I eventually made it “public.” As always, there was no gaming software on the domain, there were no live links to games or other products, and outsiders could not pay for these non-existent items. Such things were not part of the basic Wix website I had agreed to provide. It was public only for review purposes. I

had intended to make the website private once again, so that it could no longer be viewed at all, but halted that plan after coming to understand that I should not make changes to the website during a lawsuit.

16. After reviewing the website, the client became dissatisfied because I was not able to do more than create a simple Wix website. For example, I could not do any “back end” work to link the website to external programs, create links, create customized apps, or do development work of any kind. I had not represented that I could do more than simple Wix website creation when I was hired.

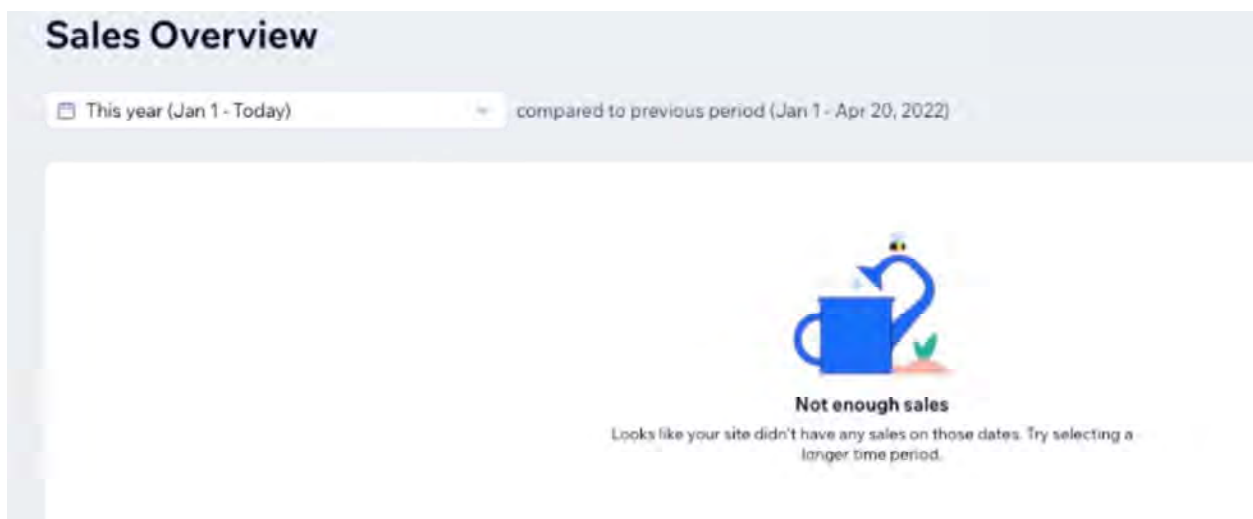
17. More than a year after I bought the domain, the website remains non-functional, and it has always been non-functional. No gaming software is posted on the website, and there are no links that someone could use to access any gaming programs. None of the “click to purchase” links actually allow a consumer to purchase gaming access or have ever done so. The site has never gone “live.” Any would-be customer who attempted to click on the links in order to purchase something or get access to a game would be unable to do so, and that has been continuously true from the time I bought the domain until the present day.

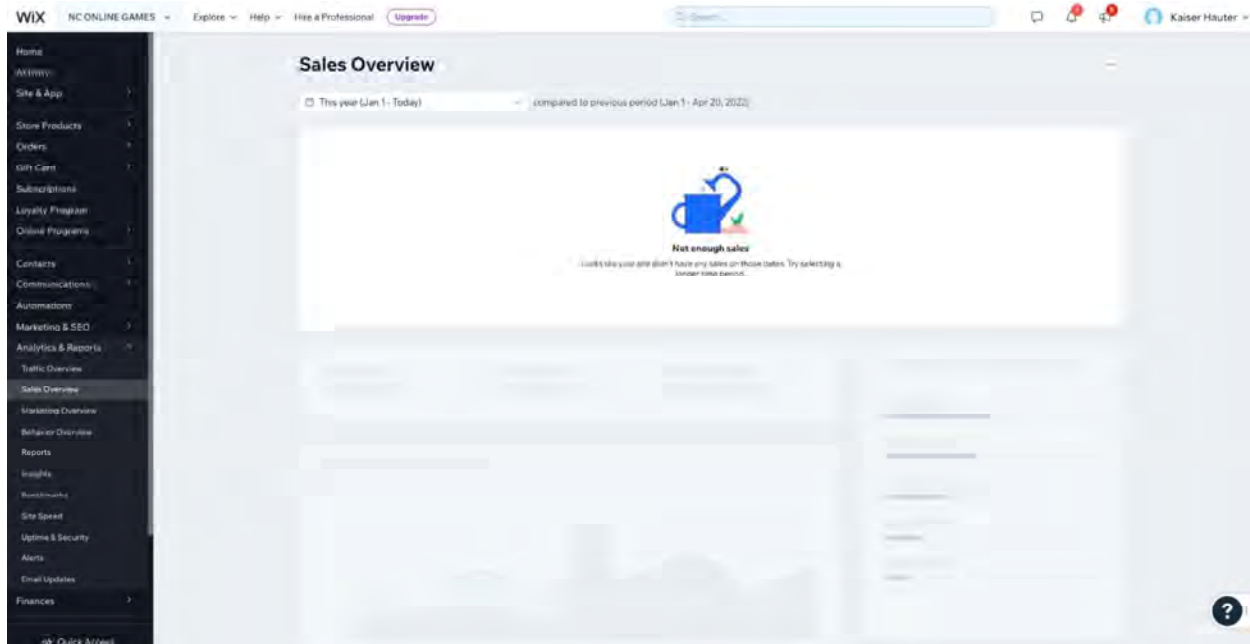
18. I have done nothing more to the website that is sitting on the domain www.nonlinegames.com since learning of the client’s dissatisfaction and failing to resolve it. The site has remained nonfunctional. I was never paid the agreed \$200 price for my work, or reimbursed for my purchase of the domain name. I have received no money whatsoever for my work on this project. I have never transferred ownership of the domain to the client, or changed the ownership status of the Wix account for that website to the client.

19. I have looked at the only image in the Complaint that is alleged to be associated with the website at www.nonlinegames.com. That image is shown in paragraph 196. The image is a snapshot of part of the nonfunctional website . Clicking on the images that are shown does not provide access to games and attempts to make a purchase do not succeed. An actual test of the page's functionality would have revealed this.

20. I have no way to be certain whether, if the website had ever been made functional, the images would have linked to lawful games, but I certainly expected when I was supplied with the images that once the site was completed, it would be used to access only genuine products and not counterfeit products.

21. To confirm that the site is not actively making sales and has not done so, I am including below a clip of a report from Wix covering the entirety of this year to date, with a legible blow-up of the information first, and a clip showing the full report as it appears on Wix below that. I ran this report on April 20, 2023 and the information has not changed between then and now.





22. I do not believe the Complaint alleges that I was engaged in the development of software but to be clear, I do not have computer programming skills and have not created any copies of all or any part of the Plaintiffs' alleged computer programs.

23. I have never distributed, or operated, any of the Plaintiffs' games or their underlying software, nor have I worked with any of the other Defendants to do so.

I declare under penalty of perjury that the statements in the foregoing paragraphs are true to the best of my knowledge, information and belief. Signed this 23 day of April, 2023.

Kaiser Hauter
Kaiser Hauter